his duty was injured and rendered incapable of caring for himself. He later died as a result of exposure and the delay of the company in obtaining medical attendance for him. *Held,* the railroad is liable. *Tippecanoe L. & T. Co.* v. *C. C. C. & St. L. Ry. Co.* (Ind.), 104 N. E. 866. See NOTES, p. 66.

MINES AND MINERALS—OIL AND GAS LEASE—BREACH OF IMPLIED COVENANT—ENFORCEMENT OF FORFEITURE IN EQUITY.—An oil and gas lease was made contemplating a profit for both lessor and lessee. The lessee failed to operate and develop the property. *Held,* equity will decree a forfeiture of the lease for such breach of implied covenant without proof of fraud or mistake. *Indiana Oil, Gas & Development Co.* v. *McCrory* (Okla.), 140 Pac. 610.

As there is no express covenant in regard to the work and development of the property by the lessee, there arises by necessary implication a covenant to develop the work with reasonable diligence and upon a failure so to do, equity will declare a forfeiture of the lease regardless of the question of fraud or mistake. *Monroe* v. *Armstrong,* 96 Pa. 307. The general rule of equity is that it never lends its aid to enforce forfeitures or penalties, but the rule is not absolute and it will do so where the justice of the case so demands. *Brewster* v. *Lanyon Zinc Co.,* 140 Fed. 801, 77 C. C. A. 213; *Gadbury* v. *Ohio & Indiana Consolidated, etc., Co.,* 162 Ind. 9, 67 N. E. 259, 62 L. R. A. 895. So where to enforce a forfeiture will protect a lessor from the laches of a lessee, where the lease is of no value unless developed. *Monroe* v. *Armstrong, supra; Jennings* v. *Southern Carbon Co.* (W. Va.), 80 S. E. 368. But it has been held that equity will not declare a forfeiture unless there is fraud, mistake, or the like, the only remedy is an action at law for damages. *Colgan* v. *Forest Oil Co.,* 194 Pa. St. 234, 45 Atl. 119; *Young* v. *Forest Oil Co.,* 194 Pa. St. 243, 45 Atl. 121.

The view has been advanced that where there are express covenants, the breach of which involve a forfeiture, none can arise by implication; following the maxim *expressio unius est exclusio alterius. Core* v. *New York Petroleum Co.,* 52 W. Va. 276, 43 S. E. 128; *Rose* v. *Lanyon Zinc Co.,* 68 Kan. 126, 74 Pac. 625.

MUNICIPAL CORPORATIONS—ORDINANCES—SEGREGATION OF RACES.—A city charter contained a provision that the alderman might pass any ordinance which they deemed proper for the good order and general welfare of the city if it does not contravene the laws and Constitution of the state. The aldermen adopted an ordinance making it unlawful for any negro to occupy as a residence any house on any street on which the greater number of houses are occupied as residences by white people. The ordinance contained a similar provision as to whites. *Held,* such a law is against the public policy of the state and is not authorized by the city charter. *State* v. *Darnell* (N. C.), 81 S. E. 338. See 1 VA. L. REV. 333.

MUNICIPAL CORPORATIONS—POLICE POWER—BILLBOARDS.—A city ordinance provided that all billboards should have a space of not more than three